



# COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-8**

For the meeting of: May 6, 2014

Date: April 9, 2014

To: Board of Supervisors

From: *Thomas K. Mattson*  
Thomas K. Mattson, Public Works Director

Subject: MEMORANDUM OF AGREEMENT BETWEEN HUMBOLDT COUNTY AND THE BEAR RIVER BAND OF THE ROHNERVILLE RANCHERIA FOR SAFETY IMPROVEMENTS ON SINGLEY ROAD (COUNTY ROAD NO. 3H025)

RECOMMENDATION(S): That the Board of Supervisors:

- (1) Approve and authorize the Chairperson to sign two copies of the Memorandum of Agreement from the Bear River Band of the Rohnerville Rancheria to develop, construct, and maintain safety improvements on Singley Road with the collaboration of the County; and
- (2) Direct the Clerk of the Board to return the executed Memorandum Agreements to the Department of Public Works for further processing.

SOURCE OF FUNDING: Road Fund/Trinity County 1B Funds

DISCUSSION: The Bear River Band of the Rohnerville Rancheria (Rancheria) wishes to enter in a Memorandum of Agreement (MOA) with Humboldt County Department of Public Works for assistance in planning, designing, and implementing a pedestrian crossing on Singley Road (County Road Number 3H025) at the intersection of Brenard Road/Bear River Drive. The Rancheria wishes to install rectangular rapid flash beacons (RRFB) at a proposed crosswalk location on Singley Road northeast of the intersection of Brenard Road/Bear River Drive. The

Prepared by Art Reeve

CAO Approval *Chyl Dilligian*

REVIEW:

Auditor \_\_\_\_\_ County Counsel *JS* Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:

- \_\_\_\_\_ Consent
- \_\_\_\_\_ Departmental
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass*  
Seconded by Supervisor *Lorelace*  
And unanimously carried by those members present,  
The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Dated: *May 6, 2014*  
Kathy Hayes, Clerk of the Board

Meeting of: \_\_\_\_\_

By: *Ann Huffell*

proposed crosswalk would connect the housing complex to the business section of the Rancheria. The proposed crosswalk location was selected due to the fact that the vehicle traffic volumes are minuscule compared to the vehicle volumes southwest of the intersection. The Rancheria will also install ADA curb ramps at the proposed crosswalk location and install appropriate pedestrian crossing warning signs. The RRFB, warning signs, and a majority of the curb ramps will be located outside the County right-of-way. The Rancheria is requesting the County install the crosswalk on Singley Road and maintain the crosswalk, RRFB and warning signs once installation is completed.

FINANCIAL IMPACT: The signing of the Memorandum of Agreement will provide funding to the County for the installation of the crosswalk, which is estimated at approximately \$4,000 from the Rancheria. There is almost no maintenance on the RRFB and warning signs and would not be a burden on County maintenance staff.

The requested action conforms to the Board of Supervisors core role of providing for and maintaining infrastructure

OTHER AGENCY INVOLVEMENT: Bear River Band of the Rohnerville Rancheria

ALTERNATIVES TO STAFF RECOMMENDATIONS: To not sign the Memorandum of Agreement. This option is not recommended as it would result in the loss of specialized safety equipment on Singley Road.

ATTACHMENTS: Proposed Memorandum of Agreement  
RRRFB-XL Product Information Sheet

# Rectangular Rapid Flash Beacon: RRFB-XL

Extra-large beacons provide greater visibility, ideal for high-speed and multi-lane pedestrian & school crossings

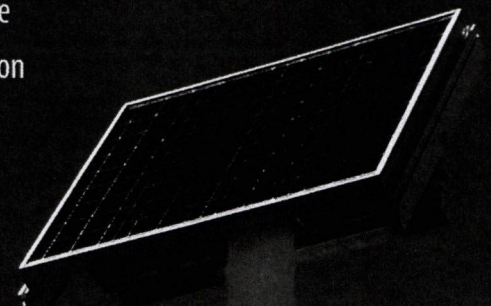
- Driver yielding rates of 80-90%
- Large LEDs exceed FHWA standards
- Wireless, synchronized LEDs
- Solar powered, eco-friendly
- Up to 30 days autonomy
- Easy installation, maintenance free
- Web-based monitoring/alert option

TAPCO's pedestrian-activated RRFB systems feature large, 7" x 3" LED arrays that exceed FHWA standards. They provide greater visibility, ideal for high speed and multi-lane pedestrian and school crossings. When activated, the SAE J595 certified LED arrays flash an FHWA specified, alternating 'wig-wag' pattern. Side-mounted LED arrays flash concurrently to advise pedestrians that the units are flashing.

RRFBs have produced 80% to 90% driver compliance in yielding to pedestrians at high-risk uncontrolled crossings. This is the highest yielding rate of all devices not featuring a red display, and up to 4 times greater than standard round beacons. RRFBs cost less than other devices with similar vehicular yield rates.

RRFB options include:

- Advance RRFB, wirelessly linked to Crossing RRFB
- Self-powered remote bollard-mounted pushbutton
- Passively activated systems: microwave or infrared



MEMORANDUM OF AGREEMENT  
*between*  
THE BEAR RIVER BAND OF THE ROHNERVILLE RANCHERIA  
*and*  
THE COUNTY OF HUMBOLDT

This Memorandum of Agreement identifies and sets forth the joint and individual responsibilities of the Bear River Band of the Rohnerville Rancheria, hereinafter referred to as "RANCHERIA", and the County of Humboldt, hereinafter referred to as "COUNTY", hereinafter jointly referred to as the "PARTIES", in the development, construction and maintenance of safety improvements on portions of the County Road known as Singley Road (3H025).

**WITNESSETH:**

**WHEREAS**, the RANCHERIA and COUNTY mutually desire to plan, design and implement improvements to Singley Road, and;

**WHEREAS**, the RANCHERIA and COUNTY mutually agree to provide the services outlined below between the PARTIES;

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

**1.0 PERFORMANCE**

- 1.1 The COUNTY will work with the RANCHERIA to develop a pedestrian cross walk, with rectangular rapid flash beacon (RRFB), and appropriate warning signs located on Singley Road northeast of the intersection of Bear River Drive and Brenard Road/ Bear River Drive.
- 1.2. The RANCHERIA shall purchase and install the RRFB and warning signs and the COUNTY shall purchase and install thermoplastic cross walk markings. The RANCHERIA will reimburse COUNTY costs for purchasing and installing the thermoplastic striping.
- 1.3. Prior to the installation of the RRFB, warning signs, and pedestrian crosswalk, the RANCHERIA will apply for an encroachment permit with the Humboldt County Department of Public Works Land Use Division for the installation of two ADA approved curb ramps, one on each side of the proposed crosswalk located on Singley Road, and implement the installation. Note that only the bottom landing of the proposed curb ramps is within the County right of way.
- 1.4 Prior to the installation of the RRFB and warning signs, the COUNTY will apply for an encroachment permit for the installation of the RRFB and warning signs. Note that these improvements are on RANCHERIA property.

- 1.5. RANCHERIA will be responsible for the costs and installation of the ADA curb ramps based on the recommendations and design from the Humboldt County Department of Public Works Land Use Division.
- 1.6. COUNTY will issue the encroachment permit and inspections at no costs to the RANCHERIA.
- 1.7. The COUNTY will be responsible for the ongoing maintenance of the RRFB, warning signs, and crosswalk striping.
- 1.8. The RANCHERIA will be responsible for the ongoing maintenance of the curb ramps and sidewalks.

## **2.0 ADDITIONS NOT LIMITED**

- 2.1. Nothing in this Agreement precludes the RANCHERIA or COUNTY from bringing additional resources to implement the project as outlined above.

## **3.0 OWNERSHIP AND MAINTENANCE**

- 3.1. This Agreement does not change any aspect of the COUNTY's ownership or continuing maintenance responsibilities of Singley Road. This Agreement does not change any aspect of RANCHERIA's ownership or continuing maintenance responsibilities of property adjacent to COUNTY's right of way for Singley Road.

## **4.0 INDEPENDENT CAPACITY**

- 4.1. It is understood that the RANCHERIA and the COUNTY are independent agencies and that no employer-employee relationship exists between the Parties hereto.
- 4.2. The RANCHERIA assumes exclusively the responsibility for acts of employees of the RANCHERIA, agents, and subcontractors other than the COUNTY as they relate to the services to be provided during the course and scope of this Agreement.
- 4.3. The COUNTY assumes exclusively the responsibility for employees, agents and subcontractors of the Humboldt County Department of Public Works as they relate to services to be provided during the course and scope of this Agreement.

## **5.0 REVIEW BY LICENSED PERSONNEL**

- 5.1. Work performed by employees of the RANCHERIA in accordance with Section 1.0 of this Agreement determined to be mutually cooperative, such as surveying or engineering work, shall be reviewed and subject to change by employees of

COUNTY who are appropriately licensed by the State of California in the subject fields.

## **6.0 AMENDMENTS**

- 6.1. No amendments to, or alteration of, the terms of this Agreement shall be valid unless made in writing by means of a written amendment signed by both parties.

## **7.0 DISPUTES**

- 7.1 The RANCHERIA does not waive its sovereign immunity or consent to suit in any court, except as expressly stated in this section and subject to the limitations and conditions stated in this section.

A. The RANCHERIA waives its sovereign immunity and consents to suit as to claims by the COUNTY that the RANCHERIA has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement ("Covered Claims"). RANCHERIA's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity attached hereto as Exhibit 1.

B. This waiver and consent is subject to the following conditions and limitations.

(1) Covered Claims. This waiver and consent only applies to Covered Claims. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.

(2) Covered Claimants. This waiver and consent only applies to the COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.

(3) Covered Courts. The consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. The RANCHERIA does not consent to suit in any other court.

(4) Remedies. This waiver and consent only applies to actions to compel enforcement of this Agreement.

## **8.0 TERM**

- 8.1 This Agreement shall be in effect from the date of execution by the COUNTY until June 30, 2014, or until completion of work subject to this Agreement, whichever is sooner. The PARTIES' ongoing maintenance responsibilities set forth in sections 1.7 and 1.8 shall survive termination of this Agreement.

- 8.2 This Agreement may be terminated at any time upon giving at least thirty (30) days prior written notice.

8.3 Written notice of Termination pursuant to this Agreement shall be addressed as follows:

To Humboldt County Department of Public Works:  
Director of Public Works  
Humboldt County Department of Public Works  
1106 Second Street  
Eureka, Ca 95501

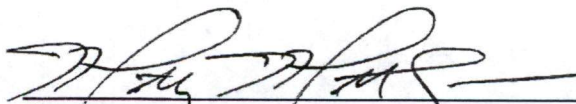
To Bear River Band of Rohnerville Rancheria:  
Chairperson  
Bear River Band of Rohnerville Rancheria  
27 Bear River Drive  
Loleta, CA 95551

8.4. Notices under this Agreement shall be effective upon delivery and receipt.

9.0 NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

9.1. RANCHERIA certifies by its signature below that RANCHERIA is not a Nuclear Weapons Contractor, in that the RANCHERIA is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. RANCHERIA agrees to notify the Humboldt County Department of Public Works immediately if it becomes a nuclear weapons contractor, as defined above. The COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the RANCHERIA becomes a nuclear weapons contractor.

**Approval Recommended**

  
Executive Director of Tribal Government Operations  
Bear River Band of Rohnerville Rancheria

4-8-14  
Date

  
Director of Public Works Department

4/15/14  
Date

County of Humboldt

**Approved:**

COUNTY OF HUMBOLDT

By: Rep Boh  
Chairperson,  
Board of Supervisors, County of Humboldt

5-6-14  
Date

BEAR RIVER BAND OF ROHNERVILLE RANCHERIA

By: [Signature]  
Chairperson,  
Bear River Band of Rohnerville Rancheria

04-08-2014  
Date

**EXHIBIT 1**



BEAR RIVER BAND of ROHNERVILLE RANCHERIA

RESOLUTION 14-39



Resolution No: 14-39

Date Approved: April 21, 2014

**A RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HUMBOLDT AND THE BEAR RIVER BAND OF ROHNERVILLE RANCHERIA AND RELATING TO THE SINGLEY ROAD CROSSWALK CONSTRUCTION WITH FEDERAL HIGHWAY FUNDS FOR AMOUNT NOT TO EXCEED \$35,000.**

**WHEREAS,** the Bear River Band of Rohnerville Rancheria Tribal Council, governing body of the Bear river Band of the Rohnerville Rancheria, is a federally recognized Indian Tribe, located in California; and,

**WHEREAS,** the Bear River Band of Rohnerville Rancheria is eligible for all rights and privileges afforded to Federally-recognized Indian Tribes; and,

**WHEREAS,** the Tribe wishes to construct a crosswalk on Singley Road in Loleta, CA, which falls under the jurisdiction of the County of Humboldt,,

**WHEREAS,** the Tribe and the County of Humboldt are entering into an agreement entitled "Memorandum of Understanding Between the County of Humboldt and the Bear River Band of Rohnerville Rancheria" for the purpose of defining the parties legal relationship under the Performance Bond related to the Singley Road Crosswalk Project,

**WHEREAS,** said MOU requires in paragraph 7A that the Tribe execute and attach as Exhibit 1 a formal Resolution of Limited Waiver of Sovereign Immunity,

**NOW THEREFORE BE IT RESOLVED** that the Bear River Band of Rohnerville Rancheria Tribal Council hereby adopts this limited waiver and consent to suit limited to the Performance Bond contract and above-referenced MOU related to the Singley Road Crosswalk Project, subject to the following conditions and limitations:


- 1) Covered Claims. This waiver and consent only applies to Covered Claims. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.

- 2) Covered Claimants. This waiver and consent only applies to the County, and not to any other person, entity, including any commercial or governmental entity, or group.
- 3) Covered Courts. The consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. The Tribe does not consent to suit in any other court.
- 4) Remedies. This waiver and consent only applies to actions to compel enforcement of this Agreement.

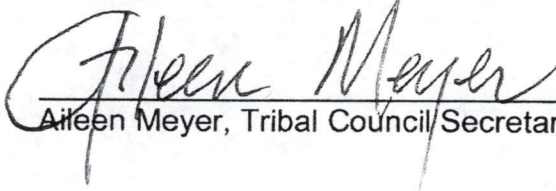
**BE IT FURTHER RESOLVED**, that the Bear River Band of Rohnerville Rancheria Tribal Council hereby incorporates this Resolution by reference into the above-referenced MOU and authorizes its attachment thereto as Exhibit 1.

**C\*E\*R\*T\*I\*F\*I\*C\*A\*T\*I\*O\*N**

This is to certify that the Bear River Band of Rohnerville Rancheria Tribal Council adopted the foregoing Resolution on April 21, 2014 by a vote of 6 IN FAVOR, 0 OPPOSED, 0 ABSTAINING, and 1 ABSENT.

Attested by:   
William Sand, Tribal Council Chairman

April 21, 2014  
Date

  
Aileen Meyer, Tribal Council Secretary

April 21, 2014  
Date